

SERVICE LEVEL AGREEMENT

FOR CORTEX ARCHIVE

January 16, 2018

1 DEFINITIONS

"Applicable Monthly Period" means, for a calendar month in which a Service Credit is owed, the number of days that you are a subscriber for a Service.

"Applicable Monthly Service Fees" means the total fees actually paid by you for a Service that are applied to the month in which a Service Credit is owed. The fees paid by you are applied to that month on a prorated basis as applicable.

"Announced Maintenance" means periods of Downtime related to network, hardware, or Service maintenance or upgrades impacting Cortex Archive. We will publish notice or notify you at least two (2) days prior to the commencement of such Downtime.

"Cortex Connectivity" is bi-directional network traffic between Cortex Archive and other IP addresses using TCP or UDP network protocols in which Cortex Archive is configured for allowed traffic.

"Minutes in the Month" is the total number of minutes in a given month.

"Downtime" is the total accumulated minutes that are part of Minutes in the Month that have no Cortex Connectivity. Downtime excludes Announced Maintenance.

"Incident" means (i) any single event, or (ii) any set of events, that result in Downtime.

"Service Credit" is the percentage of the Applicable Monthly Service Fees credited to you following Leafsprout's claim approval.

"Service Level" means the performance metric(s) set forth in this SLA that Leafsprout agrees to meet in the delivery of the Services.

2 SLA DETAILS

2.1 MONTHLY UPTIME CALCULATION AND SERVICE LEVELS FOR CORTEX ARCHIVE

"**Monthly Uptime Percentage**" is calculated by the percentage of Minutes in the Month in which any customer of Cortex Archive had Downtime.

Monthly Uptime % = (Minutes in the Month - Downtime) / Minutes in the Month X 100

The following Service Levels and Service Credits are applicable to Customer's use of Cortex Archive:

MONTHLY UPTIME PERCENTAGE	SERVICE CREDIT
< 99.95%	10%
< 99%	25%
< 95%	100%

3 TERMS

3.1 SERVICE CREDITS

Service Credits are your sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA. You may not unilaterally offset your Applicable Monthly Service Fees for any performance or availability issues.

Service Credits apply only to fees for the particular Service for which a Service Level has not been met. The Service Credits awarded in any billing month for a particular Service will not, under any circumstance, exceed your monthly service fees for that Service or Service Resource, as applicable, in the billing month.

Any Service Credits due to the Customer for a given month will be applied against the bill for the next upcoming month.

3.2 CLAIMS

In order for Leafsprout to consider a claim, you must submit the claim to customer support at Leafsprout (support@leafsprout.com) including all information necessary for Leafsprout to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the

Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

For a claim related to Cortex Archive, we must receive the claim within two months of the end of the billing month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 15th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. You must be in compliance with the Agreement in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to your Applicable Monthly Service Fees for the upcoming month. Only one Service Credit is permitted per Service for an Applicable Monthly Period.

3.3 LIMITATIONS

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

- i. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
- ii. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
- iii. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised;
- iv. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us);
- v. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
- vi. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
- vii. That result from faulty input, instructions, or arguments;
- viii. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior.